



**Montana Fish,
Wildlife & Parks**



STATE OF MONTANA INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: 140075	IFB Title: Bozeman FWP Headquarters Janitorial Services
IFB Due Date and Time: October 15, 2013 2 p.m., Local Time	Number of Pages: 24
ISSUING AGENCY INFORMATION	
Purchasing Officer: KARI SHINN	Issue Date: 09/27/03
Fish, Wildlife & Parks Purchasing Unit 930 Custer Ave W (delivery address) PO Box 200701 (mailing address) Helena, MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov
INSTRUCTIONS TO BIDDERS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 140075 IFB Due Date: 10/15/2013
	Special Instructions: Note mandatory walk through outlined in section 4.0 of this IFB
Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."	

BIDDERS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D.:	Bidder E-mail Address:
DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Montana Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by Montana Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of

services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



1.0 **INTRODUCTION**

The STATE OF MONTANA, Department of Fish, Wildlife & Parks, (FWP), (hereinafter referred to as "the State") is seeking a contractor to provide professional janitorial services at the FWP headquarters located at 1400 South 19th, Bozeman, MT 59718. A more complete description of the services sought for this project is provided in the following Scope of Work.

1.2 **INSTRUCTIONS TO BIDDERS**

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Kari Shinn
Address: 930 Custer Avenue West, Helena, MT
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: kshinn@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **IFB 140075. Bids must be received at the purchasing assistant's desk of the Fish, Wildlife & Parks, Purchasing at 930 Custer Avenue West, Helena, MT prior to 2:00 p.m., local time, October 15, 2013.** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid

1.3.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3.5 Descriptive Literature. Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

2.0 SCOPE OF WORK

2.1 SCOPE

Furnish labor, equipment, cleaning materials and incidentals as required to perform janitorial services for Montana Fish, Wildlife & Parks (FWP) Headquarters in Bozeman, Montana. Toilet paper, paper towels, trash liners and soap will be furnished by FWP.

2.2 Janitorial services for the period of November 1, 2013 through October 31, 2014. These services shall commence at 5:00 p.m. unless otherwise stated in Section 7.0.

3.0 CONTRACT RENEWAL

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed five (5) years.

This extension is dependent upon available funding and in no case may a contract run longer than a seven (7) year period.

Contract renewals **may** allow for a price increase of zero to five percent (0 -5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

4.0 TOUR OF INSPECTION

Prospective bidders are required to attend **a mandatory walk through inspection scheduled for October 4, 2013, at 10:00 a.m. at the agency facility**, FWP, 1400 So. 19th, Bozeman, MT 59718. Walk through provides bidders the opportunity to become fully aware of the requirements of the job. Bids will not be accepted from bidders who fail to attend mandatory walk through. Contact Shirley Swecker, at (406) 994-4083 for questions pertaining to walk through.

5.0 BIDDING/CONTRACT REQUIREMENT

5.1 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its

employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Montana Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

5.2 INSURANCE REQUIREMENTS

5.2.1 General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

5.2.2 Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

5.2.3 Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$500,000** per occurrence and **\$1,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

5.2.4 Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

5.2.5 Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

5.2.6 Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage,

such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

5.3 MONTANA PREVAILING WAGE REQUIREMENTS

5.3.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.3.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for janitors and cleaners to be \$13.46 per hour, plus a benefit rate of \$2.36.

6.0 USE OF HAZARDOUS MATERIALS BY CONTRACTOR

Because the existence of hazardous substances and contaminants in the work environment and in products used in the performance of this contract pose a significant health hazard, the State of Montana requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent state and federal laws.

The contractor will provide the State of Montana with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

When necessary, the State may require the contractor to provide Miscellaneous Errors and Omissions coverage in addition to regularly required insurance.

6.1 Bidders shall be responsible for acquainting themselves with all measurements and site conditions. Wherever indicated, square footage is approximate only.

6.2 The State reserves the right to require the custodial contractor to supply **all custodians**, with shirts with the contractor's name over the front pocket. These shirts will be worn at all times while cleaning and must be kept in a clean and pressed condition.

The State reserves the right to require that all custodians cleaning State owned facilities have a background investigation initiated or completed prior to employment. This investigation should include but is not limited to:

- Fingerprint I.D. check.
- Active past employer reference check.
- Past residence history.

Files shall be maintained by vendor regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.

6.3 The contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relations

7.0 CLEANING STANDARDS

The State of Montana is very interested in introducing environmentally preferable “green” cleaning products into its building maintenance and janitorial contracts to safeguard the health of custodial workers, building occupants, and the environment. “Environmentally preferable” products are those that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Chemicals in cleaning products can be hazardous to health and costly to store and dispose of. Environmentally preferable cleaners have become more readily available at competitive prices and can replace more toxic products to the benefit of maintenance workers and building occupants as well as the environment. Therefore, the State has included specifications in this bid, in Appendix A, requiring that some specific cleaning products meet the Green Seal Standard for Industrial and Institutional Cleaners (GS-37), <http://www.greenseal.org/standards/industrialcleaners.htm>. The Green Seal Standard establishes environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. These cleaners are intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. The compatibility of cleaners with surface materials is not specifically addressed in this standard. Therefore, the contractor should follow the manufacturer’s instructions on compatibility. The State encourages the contractor’s voluntary future use of other such products as they become available and reserves the right to address and/or require further use of environmentally preferable products throughout the course of the contract.

Environmentally Preferable “Green” Cleaning Products. All general-purpose, bathroom and glass cleaning products used in this contract must meet the Green Seal Standard for Industrial and Institutional Cleaners (GS-37), attached as Appendix A. Contractor will initiate the use of other environmentally preferable products as they become readily available at competitive prices and will work with the State over the course of the contract to introduce other environmentally preferable products.

7.1 FLOOR SWEEPING AND VACUUMING

A satisfactory or acceptably swept floor will not have dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment doors, and furniture will not be disfigured by sweeping mop or broom. After sweeping, the room will appear orderly and well attended. Do not use oil-emulsion, an oil base, or a treated mop.

7.2 DAMP FLOOR MOPPING

Floors including stairways, landings, and library stacks will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping or dry cleaning. A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water. Damp mopping is accomplished by the use of cotton mops, detergent solution and clean water. Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.

7.3 FLOOR SCRUBBING

A floor that is satisfactory or acceptably scrubbed is without embedded dirt, cleaning solution, film, stains, marks or water.

a. **Care and Treatment of Wood Floors:** Damp mopping is preferred and wet mopping and scrubbing will be used only when the floor is very dirty. Avoid letting water stand on floors. No alkalis will be used in the cleaning of wood floors. All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed.

b. **Rest Room Floor Cleaning:** Rest room floors (concrete or tile) will be swept and scrubbed at least once a day. The immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned as required by the cleaning schedule noted under Section 7.0 using either manual or machine method of scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.

c. **Terra Cotta Surfaced Floors and Stairways:** All acceptable floor care materials used on terra cotta floors will be applied in strict accordance with the manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Product shall not discolor the tiles. Contractor to approve product with State prior to application.

7.4 FLOOR FINISH REMOVAL

Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

7.5 FLOOR FINISH APPLICATION

A satisfactory or acceptable floor finish has a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor finish will be applied or allowed to remain on wall bases. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.

In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of two (2) coats of finish shall be required.

7.6 DUSTING

A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely, not scattered around.

a. Typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature will not be dusted. Low and high dusting shall include but not be limited to horizontal and vertical cleaning of files, cabinets, fixtures, office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings and walls.

b. Dusting of heating and air conditioning equipment shall include exterior portions of the unit heaters air conditioners and air conditioning grills.

7.7 PLUMBING AND REST ROOM FIXTURES AND DRINKING FOUNTAINS

Acceptably cleaned toilets, room fixtures, and rooms have no objectionable odors. Wash bowls, bath tubs, showers, toilet bowls and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges crevices, traps, holes and rims will be clean. Dispensers will be filled and in working condition. There will be no markings on walls, cabinets, tops, hardware and fixtures. Floor, wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Care shall be taken to prevent entrance of cleaning solution or water between fixture and the wall during cleaning. Disinfectants will be used on toilet bowls, floors, partitions and other fixtures. Solid crystal deodorant may be required. Rest room supplies will be supplied by the contractor.

7.8 SURFACE CLEANING

Glass is acceptably or satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

All glass including mirrors, glass cabinets, display cases, desktops, glass entrances, partition plastics and exterior window glass including spandrel glass shall be cleaned.

Use of a "tucker pole" for exterior window cleaning will be approved for windows or spandrel glass cleaning over 25 feet above ground level. When a "tucker pole" is approved for use, windows will be cleaned to the State's satisfaction.

Metal is satisfactorily or acceptably cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.

A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirty hand prints, coffee stains or other recent soiling, streaks, and film, walls wainscoting, door and trim shall be included, but shall not limit the areas cleaned.

7.9 CLEANING AND POLISHING FURNITURE

All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen. It is preferred that the contractor use polishes that contain waxes mixed with oil to brighten and protect the finished surfaces. No oily, sticky residue will be accepted. Polish shall be applied on the surfaces as intended by the manufacturer's directions. Plastics and imitation leather coverings shall be cleaned with a detergent solution. Leather coverings shall be cleaned with a combination cleaner and polish. Acceptably cleaned furniture, metal, wooden or upholstered will be free from all wax, scuff marks, water marks, and cobwebs.

7.10 WASTE RECEPTACLES

Waste receptacles consist of ashtrays, waste paper baskets, refuse containers, etc. All containers shall be emptied daily with trash and paper removed from the building and deposited in the collection facilities provided. Ashtrays will be emptied and cleaned daily. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.

7.11 VENETIAN BLINDS

An acceptably clean blind will be free of dust deposits and film. Paint coatings will not be damaged.

7.12 LIGHT FIXTURES

All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.

7.13 LEANING MATS/RUGS

Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust, and other soiling materials. Dirt and dust deposits under the mats will be completely removed and mats to be carefully replaced.

7.14 BRASS CLEANING AND POLISHING

All brass/bronze hardware and fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints. Brass plated fixtures shall not be cleaned with abrasive agents.

7.15 WALL WASHING, REST ROOM AND SHOWER STALLS

Rest room, shower ceramic and hard finish wall washing, shall be acceptable if bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.

7.16 CARPET CARE

All carpets will be vacuumed with a commercial upright vacuum, beater type with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning. Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the entire surface, including corners, edges, below radiators, behind doors and under furniture, is free of dirt, dust, stains, spots or other deposits. Wall bases, equipment, doors and furniture will not be disfigured by the cleaning equipment. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.

Cleaning is acceptable and satisfactory when the carpet is free of dirt, dust, stains, or other deposits. Cleaning will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Care must be taken to protect areas with communication and electrical channels beneath the carpet; no moisture shall be allowed to seep into the channeled area. Carpets

shall be vacuumed with a commercial vacuum machine with a power head after the carpet has dried. Surface cleaning will not be considered acceptable.

Care should be taken to protect metal objects such as desks, bookcases, and equipment stands from rusting into or discoloring the carpet. Carpet shall be shampooed according to manufacturer's specifications.

7.17 SUPPLIES AND EQUIPMENT

The contractor shall furnish all supplies and equipment required for accomplishment of all work as specified. In addition to the cleaning supplies required to fulfill the contract scope, (Section 7.0) will identify which consumable supplies the contractor will supply.

Contractor furnished equipment shall be the size and type best suited for accomplishing the various phases of work. It shall be suitable for operation from existing sources of the State furnished electrical power and shall have a low noise level of operation. Equipment considered by the State to be improper or dangerous to State owned buildings and/or furnishing will be removed and replaced by the contractor with satisfactory equipment.

Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishers suitable for the required task, and not mar or damage State owned buildings and/or equipment. All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the contractor's employees, State employees, buildings and/or furnishings.

7.18 EQUIPMENT AND SUPPLY STORAGE

Janitorial closets may be made available to the contractor without cost for storage of equipment and materials, at the discretion of the State. The contractor will be responsible for the safety, orderliness and cleanliness of the storage area. The State will not be responsible in any way for the contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, or accident. The storage space will be provided with doors and locks whenever possible. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

7.19 DAMAGES TO FINISHES AND APPURTENANCES

Building finishes or appurtenances soiled or damaged due to the contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be reason for action under the terms of the contract. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trashcans, etc.

7.20 CLEAN-UP

All contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops or brushes containing flammable materials must be disposed of or stored in approved airtight metal containers.

All dirt and debris resulting from work under this contract must be disposed of daily at the completion of work in the receptacles provided. Other debris must be disposed of by depositing into the proper trash collection container.

7.21 Cleaning techniques detailed in the contract are intended to assure acceptable outcomes. Alternative cleaning techniques that provide equal outcomes may be approved by the State.

8.0 INSPECTIONS AND SUPERVISION BY THE STATE

The State of Montana is determined to provide a clean, healthy and safe work environment for all State employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all State employees. Prompt and courteous service to the State is required by the contractors to fulfill this obligation.

9.0 ENFORCEMENT

All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and testing by the State to the extent practicable at all times and places, during the term of the contract. The State reserves the right to inspect a work area during any twenty-four-(24) hour period.

9.1 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

9.2 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

a. It shall be the responsibility of the contractor to check for any special "work requests" from the agency contact person prior to cleaning each day, and to verify completion of assigned work.

b. Inspection of the service area is the responsibility of the designated agency contact person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

9.3 CORRECTION OF DEFICIENCIES

If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services.

9.4 A written report of the deficiencies shall be filed and a copy given to the contractor for the contractor's record and response. Contractor's written and signed response will be made a part of the file.

Daily services found to be incomplete, defective, or not accomplished as scheduled will be reported to the contractor for immediate corrective action and will be started, corrected or re-accomplished within one (1) hour of the time the complaints(s) are reported to the contractor. Services other than everyday services reported incomplete, defective or not accomplished as scheduled will be reported to the contractor for immediate corrective action by the contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

9.5 Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

9.6 The State of Montana may cancel this contract immediately for cause. Cost incurred by the State as a result of this cancellation may be deducted from any sums owed the contractor.

9.7 The State of Montana may cancel this contract without cause, upon 30 days written notice.

10.0 ADDITIONAL CONTRACT REQUIREMENTS

10.1 SAFETY

The contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the contractor or his/her employees. The contractor will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

10.2 The contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the State's contact, whichever is appropriate for unusual situations such as intruders, fire, leaking water, etc. The contractor shall supply his/her employees with current fire, police or sheriff department's emergency telephone numbers.

10.3 EMERGENCIES

The contractor may be requested to perform emergency services should the need arise. The State shall determine whether an emergency condition exists. The contractor shall supply all labor and materials required to perform the emergency cleaning services.

All emergency charges will be negotiated with the contractor for labor and materials.

10.4 MODIFICATION

No claim for extra work done or materials furnished by the contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by the contractor without a written order shall be at the contractor's risk, cost or

expense. The contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished.

Increase or decrease in required services may be negotiated between the agency and the contractor.

10.5 EXCEPTIONS TO REGULAR SERVICE

Locked storage areas, boiler rooms, and machine rooms do not require regular service.

10.6 ADJUSTMENTS WITHIN BUILDINGS

Contractor will be paid a flat monthly rate for occupied areas based upon square footage. The State reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with the contractor.

10.7 Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the contractor personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by contract and as specified herein. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

10.8 PERFORMANCE MEETINGS

Contractors will be required to attend periodic meetings with the State and the building occupants to discuss contract performance. These meetings are mandatory and will be attended by the contractor's owner representative and whomever else deemed necessary.

10.9 BUILDING SECURITY

a. The contractor will guarantee the security of the premises while performing the contractor's duties and while the premise is not occupied by an agent of the State.

b. Close and lock windows and doors and turn out lights when cleaning is completed in an area. Lights can be turned on only in areas actually being cleaned, other lights, except for exit and emergency lights, must be turned off to conserve energy.

c. The contractor will be responsible for securing the premises upon completion of the work. No door or window will remain unlocked. The contractor will be responsible for all keys in its possession and will be responsible for any lost keys and costs involving the change of any locks.

d. Only employees of the contractor will be allowed in the buildings. No family members, friends or pets will be allowed access.

11.0 CONDITIONS OF AWARD

The State reserves the right to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract. The State may also reject a bid from a contractor who has been terminated for cause or elected to terminate a janitorial contract prior to the end of the contract period.

11.1 Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of this Invitation for Bid. (IFB).

11.2 The bidder, being familiar with all terms, conditions, and specifications of this Invitation for Bid, (IFB), hereby agrees to supply labor, equipment, materials and incidentals as required to provide janitorial services for the State of Montana.

12.0 SPECIFIC CLEANING REQUIREMENTS

12.1 Total Office Space is Approximately 12,000 sq. ft. (both buildings)
Six (6) bathrooms between the two buildings
Approximate building population is fifty-five (55) people from May through November and seventy (70) people December through April.

12.2 Cleaning services will be done twice each week Tuesday and Friday evenings in both the Headquarters and Lab-Shop buildings unless other arrangements have been made with the office manager.

12.3 All equipment, cleaning materials and supplies shall be furnished by the contractor. FWP will furnish paper towels for towel dispensers, toilet paper, soap for soap dispensers, garbage bags and liners for trash cans (trash liners to be replaced weekly).

12.4 Twice each week (Headquarter and Lab Buildings)

- a. Empty and damp-wipe ashtrays and urns located outside main entrance of building and north entrance.
- b. Empty wastebaskets and scrub as needed.
- c. Dust and clean tops of desks, furniture, counters and cabinets.
- d. Clean and sanitize drinking fountains (1 main building, 1 lab).
- e. Clean and disinfect kitchen sinks (4 main building, 1 lab building).
- f. Vacuum carpet.
- g. Vacuum entry mats.
- h. Clean and sanitize restroom sinks and fixtures.
- i. Clean and sanitize toilets and urinals.
- j. Scrub restroom floors and buff.
- k. Scrub kitchen floors and buff.
- l. Clean mirrors in restrooms.
- m. Clean and sanitize shower in lab building.
- n. Sweep, damp mop and buff all hard surface floors.
- o. Clean glass doors and windows in all entry ways including foyer windows.

12.5 Twice monthly, by the 10th and 25th

- a. Buff hard surface/vinyl floors.

12.6 Twice Annually

Strip old wax and re-wax hard surface flooring (any wax splashed up on baseboard will be removed by contractor) twice each year as agreed between contractor and department. Floors will be buffed after re-waxing.

12.7 Provide all labor, equipment, materials and incidentals as required to perform janitorial services for Montana Fish, Wildlife & Parks (FWP) Headquarters in Bozeman, Montana.

13.0 COST PROPOSAL

Cost per Month \$ _____

Extension for (12) Months \$ _____

Cost for carpet cleaning \$ _____ **per time**
(No guarantee of use. FWP has the right to use in house services or bid the project out separately, whichever is in the best interest of the State.)

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number 140075 and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

APPENDIX A: GREEN SEAL STANDARD

Industrial and Institutional Cleaners (GS-37)

October 19, 2000

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1. Scope

This standard establishes environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. For purposes of this standard, general-purpose, bathroom, and glass cleaners are defined as those cleaners intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. The standard does not focus on the use of cleaners in households, food preparation operations, or medical facilities.

Due to the large number of possible cleaning products, processes, soil types, and cleaning requirements, the compatibility of cleaners with surface materials is not specifically addressed in this standard. Product users should follow the manufacturers' instructions on compatibility.

Each criterion states whether it applies to the undiluted product or to the product as used.

2. Definitions:

Bathroom cleaners. This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

Concentrate. This is a product that must be diluted by at least eight parts by volume water (1:8 dilution ratio) prior to its intended use.

Dispensing-system concentrates. These are products that are designed to be used in dispensing systems that cannot be practically accessed by users.

General-purpose cleaners. This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

Glass cleaners. This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

Ingredient. Any constituent of a product that is intentionally added or known to be a contaminant that comprises at least 0.01% by weight of the product.

Ozone-depleting compounds. An ozone-depleting compound is any compound with an ozone-depletion potential greater than 0.01 (CFC 11 = 1).

Product as used. This is the most concentrated form of the product that the manufacturer recommends for a product's intended use. For example, if a manufacturer recommends a product be diluted 1:64 or 2:64 for use as a general-purpose cleaner, the product shall meet the environmental and performance requirements at a dilution of 2:64.

Primary packaging. This packaging is the material physically containing and coming into contact with the product, not including the cap or lid of a bottle.

Recyclable package. This package can be diverted from the waste stream through available processes and programs, and can be collected, processed, and returned to use in the form of raw materials or products.

Undiluted product. This is the most concentrated form of the product produced by the manufacturer for transport outside its facility.

3. Product-Specific Performance Requirements

Each product *as used* when diluted with water from the cold tap at no more than 50 °F, shall clean common soils and surfaces in its category effectively, as measured by a standard test method. Green Seal recommends the following test methods:

General-purpose cleaners. The product shall remove at least 80% of the particulate soil in the American Society for Testing and Materials (ASTM) D4488-95, A5.

Bathroom cleaners. The product shall remove at least 75% of the soil in ASTM D5343 as measured by ASTM D5343.

Glass cleaners. The product shall achieve at least a rating of three in each of the following Chemical Specialties Manufacturers Association (CSMA) DCC 09 categories: soil removal, smearing, and streaking.

Using standard test methods, a manufacturer can also demonstrate that its product performs as well as a nationally recognized product in its category or achieves the removal efficiency defined in this section.

4. Product-Specific Health and Environmental Requirements

4.1 Toxic Compounds

The *undiluted* product shall not be toxic to humans. Dispensing-system concentrates shall be tested as used. A product is considered toxic if any of the following criteria apply:

Oral lethal dose 50 (LD50)	<2,000 mg/kg
Inhalation lethal concentration (LC50)	<20 mg/L *

* If the vapor-phase concentration of the product at room temperature is less than 20 mg/L, it should be tested at its saturation concentration. If it is not toxic at this concentration, it passes the inhalation criterion.

Toxicity shall be measured on the product as a whole. Alternatively, a mixture need not be tested if existing toxicity information demonstrates that each of the ingredients complies. Ingredients that are nonvolatile do not require inhalation toxicity testing, and ingredients that are not readily absorbed through the skin do not require dermal toxicity testing (Appendix A). It is assumed that the toxicity of the individual component compounds are weighted and summed and that there are not synergistic effects (Appendix A).

The toxicity testing procedures should meet the requirements put forth by the Organization for Economic Cooperation and Development (OECD) Guidelines for Testing of Chemicals. These protocols include Acute Oral Toxicity Test (TG 401), Acute Inhalation Toxicity Test (TG 403), and Acute Dermal Toxicity Test (TG 402).

4.2 Carcinogens and Reproductive Toxins

The *undiluted* product shall not contain any ingredients that are carcinogens or that are known to cause reproductive toxicity. Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), the U.S. Environmental Protection Agency, or the Occupational Health and Safety Administration. Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, *et seq.*).

Naturally occurring elements and chlorinated organics, which may be present as a result of chlorination of the water supply, are not considered ingredients if the concentrations are below the applicable maximum contaminant levels in the National Primary Drinking Water Standards found in 40 Code of Federal Regulations (CFR) Part 141.

4.3 Skin and Eye Irritation

The *undiluted* product shall not be corrosive to the skin or eyes. Dispensing-system concentrates shall be tested as used. The undiluted cleaning product shall not be corrosive to the skin, as tested using the Human Skin Construct systems (Liebsch et al. 2000; Fentem et al. 1998). The undiluted cleaning product shall also not be corrosive to the eye as tested using the bovine opacity and permeability test (BCOP) (Sina et al. 1995) after a 10-minute exposure. Green Seal will also accept the results of other peer-reviewed or standard in vitro or in vivo test methods demonstrating that the product mixture is not corrosive.

4.4 Skin Sensitization

The *undiluted* product shall not be a skin sensitizer, as tested by the OECD Guidelines for Testing Chemicals, Section 406. Dispensing-system concentrates shall be tested as used. Green Seal shall also accept the results of other standard test methods, such as those described in Buehler (1994) or Magnusson and Kligman (1969), as proof that the product or its ingredients are not skin sensitizers.

4.5 Combustibility

The *undiluted* product shall not be combustible. The product or 99% by volume of the product ingredients shall have a flashpoint above 150 °F, as tested using either the Cleveland Open Cup Tester (ASTM D92-97) or a closed-cup method International Standards Organization (ISO) 13736 or ISO 2719. Alternatively, the product shall not sustain a flame when tested using ASTM D 4206.

4.6 Photochemical Smog, Tropospheric Ozone Production, and Indoor Air Quality

The product as used shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor-air quality. The volatile organic content of the product as used shall not exceed the following:

- 1% by weight for general-purpose and bathroom cleaners
- 3% by weight for glass cleaners

The volatile organic content shall be determined by California Air Resources Board Method 310.

4.7 Toxicity to Aquatic Life

The product as used shall not be toxic to aquatic life. A compound is considered not toxic to aquatic life if it meets one or more of the following criteria:

Acute LC₅₀ for algae, daphnia, or fish <100 mg/L

For purposes of demonstrating compliance with this requirement, aquatic toxicity testing is not required if sufficient aquatic toxicity data exist for each of the product's ingredients to demonstrate that the product mixture complies. Aquatic toxicity tests shall follow the appropriate protocols in ISO 7346.2 for fish and in 40 CFR 797, Subpart B for other aquatic organisms.

4.8 Aquatic Biodegradability

Each of the organic ingredients shall exhibit ready biodegradability in accordance with the OECD definition except for a FIFRA-registered ingredient in a bathroom cleaner. However, all other ingredients in a FIFRA-registered bathroom cleaner must comply. Biodegradability shall be measured by one of the following methods: ISO 9439 carbon dioxide (CO₂) evolution test, ISO 10708 (two-phase closed-bottle test), ISO 10707 (closed bottle test), or ISO 7827 (dissolved organic carbon removal). Specifically, within a 28-day test, the ingredient shall meet one of the following criteria within 10 days of the time when biodegradation first reaches 10%:

Removal of dissolved organic carbon (DOC)	>70%
Biological oxygen demand (BOD)	>60%
% of BOD of theoretical oxygen demand (ThOD)	>60%
% CO ₂ evolution of theoretical	>60%

For organic ingredients that do not exhibit ready biodegradability in these tests, the manufacturer may demonstrate biodegradability in sewage treatment plants using the Coupled Units Test found in OECD 303A by demonstrating dissolved organic carbon (DOC) removal >90%.

Testing is not required for any ingredient for which sufficient information exists concerning its biodegradability, either in peer-reviewed literature or databases or proving that the ingredient was tested in accordance with standard test procedures.

4.9 Eutrophication

The product *as used* shall not contain more than 0.5% by weight of total phosphorus.

4.10 Packaging

The primary package shall be recyclable. Alternatively, manufacturers may provide for returning and refilling of their packages.

4.11 Concentrates

The product must be a concentrate, except for FIFRA-registered bathroom cleaners.

4.12 Fragrances

Manufacturers shall identify any fragrances on their material safety data sheets (MSDSs). Any ingredient added to a product as a fragrance must follow the Code of Practice of the International Fragrance Association.

4.13 Prohibited Ingredients

The product shall not contain the following ingredients:

- Alkylphenol ethoxylates
- Dibutyl phthalate
- Heavy metals including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium
- Ozone-depleting compounds

4.14 Training

The product manufacturer, its distributor, or a third party shall offer training or training materials in the proper use of the product. These shall include step-by-step instructions for the proper dilution, use, disposal, and the use of equipment. Manufacturers shall have product labeling systems to assist non-English-speaking or illiterate personnel.

4.15 Animal Testing

This section applies to Sections 4.1, 4.3, and 4.7. Green Seal wants to discourage animal testing and will accept the results of past peer-reviewed or standard tests demonstrating compliance with a criterion. A mixture need not be tested if existing information demonstrates that each of the ingredients complies with a criterion. Additionally, Green Seal may accept non-animal (in-vitro) test results, providing that the test methods are referenced in peer-reviewed literature and the manufacturer provides the reasons for selecting the particular test method.

5. Labeling Requirements

The manufacturer's label shall state clearly and prominently that dilution with water from the cold tap is recommended and shall state the recommended level of dilution. The manufacturer shall also include detailed instructions for proper use and disposal and for the use of personal protective equipment.

Whenever the Green Seal certification mark appears on a package, the package shall contain a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential."

For FIFRA-registered bathroom cleaners, replace "toxicity" with the word "impacts".

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